

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

1. SOLICITATION NUMBER

SP0600-98-R-0097

2. (X one)

a. SEALED BID

X b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

Form 1449 and all applicable clauses that require completion by the contractor are included in the accompanying Offeror Submission Package.

See the provision of this solicitation entitled "L2.05-5 Late Submissions, Modifications, and Withdrawal of Offers" Offers received after the Offer Closing date and time may be found nonresponsive. When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for offer closing or receipt of proposals in the solicitation document, and addressed to the following:

Attn: Bid Custodian, DESC-PCC, Room 3729
Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222
U.S.A.

*** SPECIAL NOTE: This Solicitation incorporates changes resulting from the Federal Acquisition Streamlining Act of 1994. This change has required considerable revision to the format, structure, and substantive content of the enclosed contract clauses and the attached Offeror Submission Package.

Replies must be set forth full, accurate, and complete information as required by this solicitation (*including attachments*). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

ATTN: DESC-PEA/David Peterson/MARK JONES

Defense Energy Support Center
8725 John J. Kingman Rd., Ste. 4950
Ft. Belvoir, VA 22060-6222

TELEPHONE: 703-767-9520/9505

FACSIMILE: 703-767-8506

EMAIL: dpeterson@desc.dla.mil / majones@desc.dla.mil

4. ITEMS TO BE PURCHASED (Brief description)

ORDERING PERIOD: Date of Award Through January 31, 2002.

FOB Destination Barge deliveries will be required for MPS Vessels USS Obregon, Bobo, Hauge, Phillips, Lummus, Button, Obregon, and Bobo at Pierside, Blount Island, Jacksonville, FL.

The Total Estimated Quantity is 1,456,728 U.S. Gallons, Gasoline, Automotive, Unleaded, Midgrade (MUM) 89 Octane (See Clause 16.18-17).

CLOSING DATE: November 03, 1998, 3:00 PM Local Time.

5. PROCUREMENT INFORMATION (X and complete as applicable)

X a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

****IMPORTANT INFORMATION****

ATTENTION BIDDERS

THE NOTES ON THIS DD FORM 1707 PROVIDE INFORMATION THAT WARRANT YOUR SPECIAL ATTENTION PRIOR TO PREPARATION OF YOUR OFFER

SEE PAGE 3

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

PETERSON, DAVID

b. ADDRESS (Including Zip Code)

Defense Energy Support Center, Attn: DESC-PEA
8725 John J. Kingman Rd., Suite 4950
Ft. Belvoir, VA 22060-6222

c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) (703) 767-9520

| | | | |
|---|-----------|--|-----------------------------|
| 8. REASONS FOR NO RESPONSE (<i>X all that apply</i>) | | | |
| a. CANNOT COMPLY WITH SPECIFICATIONS | | b. CANNOT MEET DELIVERY REQUIREMENTS | |
| c. UNABLE TO IDENTIFY THE ITEM(S) | | d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED | |
| e. OTHER (<i>Specify</i>) | | | |
| 9. MAILING LIST INFORMATION (<i>X one</i>) | | | |
| YES | NO | WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED. | |
| 10. RESPONDING FIRM | | | |
| a. COMPANY NAME | | b. ADDRESS (<i>Including Zip Code</i>) | |
| c. ACTION OFFICER | | | |
| (1) Typed or Printed Name (<i>Last, First, Middle Initial</i>) | (2) Title | (3) Signature | (4) Date Signed (YYMMDD) |

DD Form 1707 Reverse, MAR 90

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STAMP
HERE

| | |
|---------------------|------------|
| SOLICITATION NUMBER | |
| SP0600-98-R-0097 | |
| DATE (YYMMDD) | LOCAL TIME |
| 981103 | 3:00 PM |

TO Bid Custodian
Attn: DESC-PCC, Door 3729
Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

A. This solicitation contains one line item for Unleaded Mid-grade Gasoline, Clause C16.18-17 applies.

B. The scheduled CLOSING DATE for receipt of offers is November 03, 1998, 3:00 P.M. local time, Ft. Belvoir, VA. FACSIMILE OFFERS ARE PERMITTED. Submit all offers on the Price Data Sheet in the Offer Submission Package. The Price Data Sheet is incorporated into the SF 1449 Continuation Sheet under Clause B1.01.100, SUPPLIES TO BE FURNISHED (DOMESTIC PC&S). ALL OFFERS MUST BE SIGNED.

C. TAXES: Reference Clauses I28.01, I28.02-2, and I28.03-2. **The offeror is responsible for knowing the applicable taxes to include in the offered price.**

D. Contracts awarded as a result of this solicitation will be "REQUIREMENTS - TYPE FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" contracts. *PAY SPECIAL ATTENTION TO CLAUSE I84.*

E. PRICE ADJUSTMENT is discussed in Clause B19.19, ECONOMIC PRICE ADJUSTMENT (PC&S). Offerors should use the preferred posting from B19.19, Part (b), Reference Price Listing as the escalation reference for their offer prices. The Base Reference Date for this solicitation is September 14, 1998.

F. ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

G. CENTRAL CONTRACTOR REGISTRATION (CCR) **IS REQUIRED** PRIOR TO CONTRACT AWARD. See Clause I1.07, REQUIRED CENTRAL CONTRACTOR REGISTRATION.

H. DESC contact points:

For emergency situations during after-duty hours:

Command Control Center (CCC): (703) 767-8420

For clarification, explanation and additional information:

David Peterson, Contract Specialist: (703) 767-9520

Mark Jones, Contract Specialist: (703) 767-9505

For Small Business information, please contact Ms. Kathy Williams at (703) 767-9465.

I. ALL OFFERS MUST BE FAXED OR MAILED TO THE FOLLOWING ADDRESS:

FAX: (703) 767-8506
ATTN: Bid Custodian
DESC-PCC
SP0600-98-R-0097

MAIL: Defense Energy Support Center
ATTN: Bid Custodian/DESC-PCC/Room 3729
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

All Offers must be received at DESC no later than November 03, 1998, 3:00 PM Local Time.

| | | | | | | | |
|---|--|---|------------------|---|--|---|---|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER SCO600-98-0584 | | PAGE 1 OF 71 | |
| 2. CONTRACT NUMBER | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER SP0600-98-R-0097 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME David Peterson/Mark Jones | | | b. TELEPHONE NUMBER (no collect calls) (703) 767-9520/9505 FAX: (703) 767-8506 | | 6. SOLICITATION ISSUE DATE Sep 30, 1998 |
| 9. ISSUED BY CODE Attn: DESC-PEA/David Peterson/Mark Jones Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 P.P. 1.99 | | | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172/2911 SIZE STANDARD: 500/1500 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | |
| | | | | | | 12. DISCOUNT TERMS | |
| | | | | 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | |
| | | | | 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | | | |
| 15. DELIVER TO CODE SEE SCHEDULE | | | | 16. ADMINISTERED BY CODE SEE BLOCK 9 | | | |
| 17a. CONTRACTOR BIDDER CODE CAGE CODE | | | | 18a. PAYMENT WILL BE MADE BY CODE | | | |
| TELEPHONE NO. FAX NO: <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | See clauses G150.06 and G150.11 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| | | | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | THE SCHEDULE IS SHOWN ON THE "SF 1449 CONTINUATION SHEET." (Attach additional Sheets as Necessary) | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | | | | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN. | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>SEE ATTACHED SHEETS</u> . | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | | 31c. DATE SIGNED |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED | | | | 33. SHIP NUMBER | | 34. VOUCHER NUMBER | |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE | | | | 32c. DATE | | 35. AMOUNT VERIFIED CORRECT FOR | |
| | | | | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 37. CHECK NUMBER | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | | 38. S/R ACCOUNT NUMBER | | 39. S/R VOUCHER NUMBER | |
| | | | | 42a. RECEIVED BY (Print) | | 40. PAID BY | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | 41c. DATE | | 42b. RECEIVED AT (Location) | |
| | | | | 42c. DATE REC'D (YY/MM/DD) | | 42d. TOTAL CONTAINERS | |

INDEX

| <u>CLAUSE NO.</u> | <u>CLAUSE TITLE</u> | <u>PAGE</u> |
|---|--|--------------------|
| B1.01.100 | SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DFSC APRIL 1997) | 5-6 |
| REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES | | |
| <u>PREAWARD</u> | | |
| K1.01-2 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JAN 1997) (DEVIATION) | 7-13 |
| K1.05 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995) | 13 |
| L2.05-5 | INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC APR 1998) | 14-17 |
| <u>POSTAWARD</u> | | |
| I1.03-3 | CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC JUL 1998) | 17-19 |
| I1.04 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (APR 1998) | 20-22 |
| I1.05 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 1998) | 22-23 |
| ADDENDUM #1 | | |
| <u>PREAWARD SOLICITATION PROVISIONS</u> | | |
| K1.06 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998) | 24 |
| K5 | USE OF ELECTRONIC DATA INTERCHANGE (DFSC MAY 1994) | 24-25 |
| K12.04 | BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAY 1995) | 26 |
| K33.01 | AUTHORIZED NEGOTIATORS (DFSC JAN 1998) | 27 |
| K45.01 | FACSIMILE OR ELECTRONIC INVOICING (DFSC JAN 1998) | 27 |
| K85 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) | 28 |
| L2.11-2 | FACSIMILE PROPOSALS (OCT 1997) | 29 |
| L5.01 | AGENCY PROTESTS (DFSC AUG 1997) - DLAD | 29 |
| L44 | PRICES (DFSC DEC 1991) | 29 |
| L74 | TYPE OF CONTRACT (APR 1984) | 29 |

| <u>CLAUSE NO.</u> | <u>CLAUSE TITLE</u> | <u>PAGE</u> |
|--------------------------|---|--------------------|
| L96 | ADMINISTRATION OF THE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PROGRAM CLAUSES (DFSC MAY 1996) | 30 |
| L203 | HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DFSC JAN 1998) | 30 |
| M55 | CONVERSION FACTORS (DESC APR 1998) | 30-32 |
| M72 | EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DFSC APR 1997) | 32 |

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

| | | |
|-----|---|----------------|
| [X] | DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS | COVER SHEET |
| [X] | SF FORM 1449, SOLICITATION/ORDER FOR COMMERCIAL ITEMS | PAGE 1 |
| [X] | STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS (ATTACHMENT 1) | PAGES 66-71 |
| [X] | OFFEROR SUBMISSION PACKAGE | SEPARATE COVER |

ADDENDUM #2

POST-AWARD CONTRACT CLAUSES

| | | |
|-----------|---|-------|
| B19.19 | ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997) | 33-35 |
| C16.18-17 | GASOLINE, AUTOMOTIVE, UNLEADED(REGULAR/MIDGRADE/PREMIUM) (PC&S) (DESC JUL 1998) | 35-36 |
| E1.10 | CONTRACTOR INSPECTION RESPONSIBILITIES (DESC JAN 1997) | 36-40 |
| E5 | INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) | 41-42 |
| E14.02 | INSPECTION AND ACCEPTANCE (BULK/SPR) (DESC MAR 1996) | 42 |
| E35.02 | REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997) | 43 |
| E40 | MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991) | 43 |
| E40.05 | MATERIAL INSPECTION AND RECEIVING REPORT (DESC JAN 1998) | 44 |
| F1.09-1 | ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1996) | 44 |
| F1.09-2 | DETERMINATION OF QUANTITY (PC&S) (DESC SEP 1998) | 45-47 |
| F4 | DELIVERY AND ORDERING PERIODS (DFSC AUG 1976) | 47 |
| F16.01-1 | BARGE UNLOADING CONDITIONS (MPS) (DESC SEP 1998) | 48-49 |
| F105 | VARIATION IN QUANTITY (APR 1984) | 49 |
| G3 | INVOICE NUMBERING REQUIREMENTS (DFSC DEC 1994) | 49 |

| <u>CLAUSE NO.</u> | <u>CLAUSE TITLE</u> | <u>PAGE</u> |
|--------------------------|---|--------------------|
| G3.01 | PAYMENT DUE DATE (DFSC OCT 1988) | 49 |
| G9.10 | PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998) | 50-51 |
| G150.03 | ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DFSC APR 1996) (REV) | 51-52 |
| G150.06.100 | SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DFSC SEP 1998) | 52-54 |
| G150.06-2 | SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DFSC AUG 1995) | 54 |
| G150.11 | SUBMISSION OF INVOICES BY FACSIMILE (DFSC APR 1997) | 55-56 |
| I1.07 | REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998) | 56-57 |
| I1.22-1 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) | 57 |
| I11.01-2 | ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DFSC FEB 1996) | 57 |
| I27 | GRATUITIES (APR 1984) | 58 |
| I28.01 | FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION) | 58 |
| I28.02-2 | FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC JUL 1998) | 59-60 |
| I28.03-2 | TAX EXEMPTION CERTIFICATES (DFSC AUG 1995) | 60 |
| I33 | INTEREST (JUN 1996) | 60 |
| I84 | REQUIREMENTS (OCT 1995) | 61 |
| I174.01 | MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (DFSC MAY 1997) | 61 |
| I179 | ALLOCATION (DFSC JUL 1995) | 62 |
| I186 | PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DFSC MAY 1978) | 63 |
| I190.04 | MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DFSC MAR 1996) | 63 |
| I211 | ORDERING (OCT 1995) | 63 |
| I237.03 | NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (APR 1994) | 64-65 |

SF1449 CONTINUATION SHEET**B1.01.100 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DFSC APRIL 1997)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) Please note that the Small Disadvantaged Business preference applies only to Department of Defense (DoD) items. These DoD items are identified below by the term **DODAAC**. The term **FEDAAC** identifies Federal Civil Activities to which the preference does not apply.

| Product / Specifications | Estimated Quantity (USG) |
|--|--------------------------|
| Gasoline, Automotive Mid-Grade Unleaded (MUM) 89 Octane Purchase Request SC0600-98-0584 NSN: 9130-01-272-0983 Clause C16.18-17 P.P. 1.99 | 1,456,728 USG |

PRICE DATA SHEET

| Line Item | Location / Activity | Method of Delivery/ FOB Point | Break-up of Cost of required additives | Offer Price (including additives) FOB Destination (USD/USG) Effective Sept. 14, 1998 |
|-----------|--|--|---|---|
| 001-26 | PIER SIDE AT BLOUNT ISLAND, FL, N, MSC DELIVERY DODAAC: N0033 BILLING DODAAC: N0033 ORDERING OFFICE: 713-718- 3884, EXT 212 | FOB DESTINATION BY BARGE INTO MPS VESSEL AT PIERSIDE, BLOUNT ISLAND. | | Jacksonville, FL \$_____ |

Your offer must include **all** the additives required per clause C16.18-17 GASOLINE, AUTOMOTIVE, UNLEADED (REGULAR/MIDGRADE/PREMIUM) (DESC JULY 1998).

* *Special Note: This Price Data Sheet may be used for submitting your initial offer. The Base Reference Price used is OPIS Jacksonville, September 14, 1998 at \$4633.*

B1.01.100 CONT'D.

Tentative barge delivery dates and approx. quantities are:

| <u>Vessel</u> | <u>Barge Del. Date</u> | <u>Approx. Qty.</u> |
|---------------|------------------------|---------------------|
| USS Obregon | March 7, 1999 | 156,114 gal. |
| USS Bobo | July 4, 1999 | 204,960 gal. |
| USS Hauge | February 6, 2000 | 162,330 gal. |
| USS Phillips | June 18, 2000 | 162,330 gal. |
| USS Lummus | November 12, 2000 | 204,960 gal. |
| USS Button | March 20, 2001 | 204,960 gal. |
| USS Obregon | August 7, 2001 | 156,114 gal. |
| USS Bobo | December 21, 2001 | 204,960 gal. |

SOURCE OF PRODUCT AND/OR SHIPPING POINT:

POINT OF CONTACT: _____

PHONE: _____

FAX: _____

EMAIL: _____

IN THE EVENT OF A DELIVERY SCHEDULE CHANGE, LIST THE NOTIFICATION POINT OF CONTACT/PHONE/FAX/TELEX NUMBER/E-MAIL ADDRESS (IF DIFFERENT THAN BLOCK 17A OF THE STANDARD FORM 1449). NOTIFY THE CONTRACTING OFFICER IF YOU EXPERIENCE VESSEL DELAYS WHICH MIGHT INCUR DEMURRAGE.

POINT OF CONTACT: _____

PHONE: _____

FAX: _____

TELEX: _____

EMAIL: _____

**REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES
PREAWARD**

**K1.01-2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JAN 1997)
(DEVIATION)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Small disadvantaged business concern** means a small business concern that--

(i) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals; and

(ii) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization and which meets the requirements of 13 CFR Part 124.

(4) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(5) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).**

(i) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

K1.01-2 CONT'D.**(ii) CORPORATE STATUS.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(iii) COMMON PARENT.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) SMALL BUSINESS CONCERN. The offeror represents that it--

☐ is

☐ is not

a small business concern.

(2) SMALL DISADVANTAGED BUSINESS CONCERN. The offeror represents that it--

☐ is

☐ is not

a small disadvantaged business concern.

(3) WOMEN-OWNED SMALL BUSINESS CONCERN. The offeror represents that it--

☐ is

☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

K1.01-2 CONT'D.

(4) **WOMEN-OWNED BUSINESS CONCERN.** The offeror represents that it -

☐ is
☐ is not

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

| <u>NUMBER of EMPLOYEES</u> | <u>AVERAGE ANNUAL GROSS REVENUES</u> |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51 - 100 | <input type="checkbox"/> \$1,000,001 - \$2 million |
| <input type="checkbox"/> 101 - 250 | <input type="checkbox"/> \$2,000,001 - \$3.5 million |
| <input type="checkbox"/> 251 - 500 | <input type="checkbox"/> \$3,500,001 - \$5 million |
| <input type="checkbox"/> 501 - 750 | <input type="checkbox"/> \$5,000,001 - \$10 million |
| <input type="checkbox"/> 751 - 1,000 | <input type="checkbox"/> \$10,000,001 - \$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

K1.01-2 CONT'D.**(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.****(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--**(i) It--**

- ☐ has
☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

- ☐ has
☐ has not

filed all required compliance reports.

(2) AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that--**(i) It--**

- ☐ has developed and has on file
☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

K1.01-2 CONT'D.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

K1.01-2 CONT'D.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

K1.01-2 CONT'D.**(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

☐ are

☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have or

☐ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

☐ are or

☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

FAR 52.212-3)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC APR 1998)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFBs ONLY.**

(i) Facsimile bids _____ authorized for this solicitation.

(ii) **EVALUATION** - Net Payment Terms. Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(c) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(d) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(e) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(f) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(g) **LATE OFFERS.**

(1) **FOR IFBs.** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

L2.05-5 CONT'D.**(2) FOR RFPs.**

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L2.05-5 CONT'D.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is **3:00**, local time for the designated Government office.

(h) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(i) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(j) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(k) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(l) CONTRACT AWARD.

(1) RFPs ONLY (not applicable to IFBs).

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(m) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) The Index of Federal Specifications, Standards and Commercial Item Description and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407 (telephone (202) 619-8925/8926/8927. FAX number is (202) 619-8978/8985).

L2.05-5 CONT'D.

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(n) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have the DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, **tailored**)

POSTAWARD**11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC JUL 1998)****(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

11.03-3 CONT'D.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with FAR Clause 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, which is incorporated herein by reference. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See Addendum 2.

II.03-3 CONT'D.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**)

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (APR 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.203-10, **RESERVED.**
- ☒ (3) 52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- ☒ (4) 52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☐ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ☒ (6) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (7) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- ☒ (9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ (10) 52.225-3, Buy American Act - Supplies (41 U.S.C 10).
- ☐ (11) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41.U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ (12) 52.225-17, Buy American Act - Supplies Under European Community Sanctions for End Products (E.O. 12849).
- ☐ (13) 52.225-18, European Community Sanctions for End Products (E.O. 12849).
- ☐ (14) 52.225-19, European Community Sanctions for Services (E.O. 12849).

II.04 CONT'D.

- ☐ (15)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- ☐ 15(ii) Alternate I of 52.225-21.
- ☐ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☒ (17) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).

(This acquisition is being conducted under _____
delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is _____.

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

- ☐ (1) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

II.04 CONT'D.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S. - Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52 212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 1998)

(a) The Contractor agrees to comply with the following clauses, which are included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components:

252.247-7023 Transportation of Supplies by Sea

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- | | | |
|-------|--------------|--|
| [] | 252.205-7000 | Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416 |
| [] | 252.206-7000 | Domestic Source Restriction, 10 U.S.C 2304 |
| [] | 252.219-7001 | Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns, 10 U.S.C. 2301 note |
| [] | 252.219-7002 | Notice of Small Disadvantaged Business Set-Aside, 15 U.S.C. 644 |
| [X] | 252.219-7003 | Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637 |
| [] | 252.219-7005 | Incentive for Subcontracting with Small Business Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions, 10 U.S.C. 2301 note |

II.05 CONT'D.

- [X] 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns, 15 U.S.C. 644
- [] 252.225-7001 Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582
- [X] 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program ([] Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note
- [] 252.225-7012 Preference for Certain Domestic Commodities
- [] 252.225-7014 Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note
- [] 252.225-7015 Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note
- [] 252.225-7021 Trade Agreements ([] Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note
- [] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
- [] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- [] 252.225-7029 Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- [] 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program ([] Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- [] 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- [] 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- [] 252.243-7002 Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
- [] 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(DFARS 252.212-7001)

ADDENDUM #1
PREAWARD SOLICITATION PROVISIONS

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Systems.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DFSC MAY 1994)

(a) **DEFINITIONS.**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

(c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DESC.

(d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

K5 CONT'D.

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

**K12.04 BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT
IMPLEMENTATION ACT -BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAY
1995)**

(a) **DEFINITIONS.** Domestic end product, qualifying country end product, and U.S.-made end product have the meanings given in the NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT or BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of the solicitation.

(b) **EVALUATION.** Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(c) **CERTIFICATIONS.**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(DFARS 252.225-7035)

K33.01 AUTHORIZED NEGOTIATORS (DFSC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DFSC JAN 1998)**(a) FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES

[] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(4) RETURN OF INVOICES BY THE PAYING OFFICE.

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

(For overseas locations, include the country code)

(b) ELECTRONIC INVOICING (EDI)

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[] YES

[] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is **703-767-8506**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L5.01 AGENCY PROTESTS (DFSC AUG 1997) - DLAD

(a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.

(b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an “Agency Level Protest under Executive Order 12979.” The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest, it is not a review of a Contracting Officer’s decision on a protest filed with the Contracting Officer.)

(c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.

(d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, **revised**)

L44 PRICES (DFSC DEC 1991)

(a) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(b) **FOR PC&S ONLY:** The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. Unit prices shall not exceed five digits to the right of the decimal (e.g., \$1.03045). Prices offered that consist of more than five digits to the right of the decimal will be rounded to five digits to the right of the decimal for award purposes.

(DFSC 52.216-9F52)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Requirements Type, Fixed Price with Economic Price Adjustment** contract resulting from this solicitation.

(FAR 52.216-1)

**L96 ADMINISTRATION OF THE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PROGRAM CLAUSES (DFSC MAY 1996)**

The SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PROGRAM clauses contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DFSC 52.242-9F06)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DFSC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DFSC 52.252-9F01)

M55 CONVERSION FACTORS (DESC APR 1998)

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) **TABLE I.**

| | | | |
|-------------|--------------------------------|---|---|
| temperature | One Imperial Gallon | = | 1.20095 U.S. Gallons at the same |
| | One Liter | = | 0.264172 U.S. Gallons at the same |
| temperature | One Cubic Meter (1,000 liters) | = | 6.2898 Barrels at the same temperature |
| | One U.S. Barrel | = | 42 U.S. Gallons at the same temperature |
| | One Kilometer | = | 0.62137 Miles |
| | One Mile | = | 1.6093 Kilometers |
| | One Nautical Mile | = | 1.15 Statute Miles |

M55 CONT'D.**(2) TABLE II.**

| PRODUCT | DENSITY TYPICAL @15°C @60°F | | BARRELS PER | | GALLONS PER | LITERS PER | BARRELS PER | |
|-------------------------------|--------------------------------|------|-------------|------------|-------------|------------|-------------|----------|
| | GALLONS PER | | | | | | | |
| | Kg/m ³ | API | METRIC TON | METRIC TON | METRIC TON | METRIC TON | LONG TON | LONG TON |
| AUTOMOTIVE | | | | | | | | |
| GASOLINE (ALL) | 744.9 | 58.4 | 8.462 | 355.42 | 1342.46 | 8.598 | 361.12 | |
| AVIATION | | | | | | | | |
| GASOLINE (ALL) | 716.3 | 66.0 | 8.801 | 369.66 | 1396.06 | 8.943 | 375.59 | |
| <u>BURNER FUEL OILS</u> | | | | | | | | |
| FUEL OIL NO. 1 | 812.8 | 42.5 | 7.753 | 325.61 | 1230.31 | 7.877 | 330.83 | |
| FUEL OIL NO. 2 | 846.9 | 35.5 | 7.440 | 312.49 | 1180.78 | 7.560 | 317.51 | |
| FUEL OIL NO. 4 | 914.2 | 23.2 | 6.891 | 289.44 | 1093.85 | 7.002 | 294.09 | |
| FUEL OIL | | | | | | | | |
| NO. 5 LIGHT | 954.2 | 16.7 | 6.602 | 277.27 | 1048.00 | 6.707 | 281.71 | |
| FUEL OIL NO. | | | | | | | | |
| 5 HEAVY | 960.7 | 15.7 | 6.557 | 275.39 | 1040.91 | 6.662 | 279.81 | |
| FUEL OIL NO. 6 | 976.6 | 13.3 | 6.450 | 270.90 | 1023.96 | 6.554 | 275.25 | |
| <u>DIESEL FUELS</u> | | | | | | | | |
| DFA | 810.5 | 43.0 | 7.775 | 326.54 | 1233.81 | 7.900 | 331.79 | |
| DF1 | 818.9 | 41.2 | 7.695 | 323.17 | 1122.15 | 7.818 | 328.36 | |
| DF2/GAS OIL | 839.3 | 37.0 | 7.507 | 315.30 | 1191.47 | 7.628 | 320.36 | |
| <u>INTERMEDIATE FUEL OILS</u> | | | | | | | | |
| IFO 60 | 947.2 | 17.8 | 6.651 | 279.33 | 1055.74 | 6.757 | 283.81 | |
| IFO 180 | 965.3 | 15.0 | 6.526 | 274.09 | 1035.95 | 6.630 | 278.48 | |
| IFO 220 | 967.9 | 14.6 | 6.508 | 273.34 | 1033.16 | 6.612 | 277.72 | |
| IFO 380 | 973.9 | 13.7 | 6.468 | 271.65 | 1026.68 | 6.572 | 276.01 | |

M55 CONT'D.**JET FUELS**

| | | | | | | | |
|--------------------------------|-------|------|-------|--------|---------|-------|--------|
| JP4/JET B | 764.6 | 53.5 | 8.243 | 346.22 | 1307.87 | 8.376 | 351.78 |
| JP5 | 819.9 | 41.0 | 7.686 | 322.80 | 1219.66 | 7.809 | 327.98 |
| JP8/JET A1 | 805.9 | 44.0 | 7.820 | 328.42 | 1240.85 | 7.945 | 333.69 |
| JET A | 814.2 | 42.2 | 7.739 | 325.04 | 1228.20 | 7.863 | 330.26 |
| | | | | | | | |
| KEROSINES (ALL) | 815.2 | 42.0 | 7.730 | 324.68 | 1226.69 | 7.854 | 329.88 |
| MARINE GAS OIL | 839.3 | 37.0 | 7.507 | 315.30 | 1191.47 | 7.628 | 320.36 |
| NAPHTHA | 731.1 | 62.0 | 8.623 | 362.16 | 1367.80 | 8.761 | 367.97 |
| NAVAL DISTILLATE FUEL (F76) | | | | | | | |
| AND DFW (F75) | 844.3 | 36.0 | 7.463 | 313.43 | 1184.41 | 7.582 | 318.46 |

(3) **TABLE III.**

| <u>PRODUCT</u> | <u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u> | | |
|----------------|--|---------------|---------------|
| | <u>g/mL</u> | <u>lb/gal</u> | <u>Kg/gal</u> |
| FSII DIEGME | 1.025 | 8.561 | 3.884 |

(DESC 52.215-9F05)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DFSC APR 1997)

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

| | | |
|-----|---|----------------|
| [X] | DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS | COVER SHEET |
| [X] | SF FORM 1449, SOLICITATION/ORDER FOR COMMERCIAL ITEMS | PAGE 1 |
| [X] | STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS (ATTACHMENT 1) | PAGES 66-71 |
| [X] | OFFEROR SUBMISSION PACKAGE | SEPARATE COVER |

ADDENDUM #2

POST-AWARD CONTRACT CLAUSES

B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUN 1997)

(a) **WARRANTIES.** The Contractor warrants that--

- (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
- (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base price** means--

- (i) The unit price offered for an item and included in the contract award schedule; or
- (ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.

(2) **Base reference price** means the preselected reference price for an item as published on September 14, 1998. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

(3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.

(4) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

B19.19 CONT'D.

(5) **Calendar week** means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.

(c) **ADJUSTMENTS.** The Contracting Officer shall issue a modification to the contract to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

(ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.

(2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(i) If averages are published within a given publication, then these averages will be used.

(ii) If averages are not available within a given publication, manually calculated averages will be used.

(3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--
the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

B19.19 CONT'D.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **PUBLICATIONS:** The following publication(s) is (are) used:

OPIS Jacksonville dated September 14, 1998

The reference price is \$0.4633

(DESC 52.216-9F27)

**C16.18-17 GASOLINE, AUTOMOTIVE, UNLEADED(REGULAR/MIDGRADE/PREMIUM) (PC&S)
(DESC JUL 1998)**

Specification ASTM D 4814 applies with the following specific requirements:

(a) **EPA REQUIREMENTS FOR REFORMULATED GASOLINE (RFG).** If RFG is to be supplied, the product shall conform to ASTM D 4814 as modified by the Environmental Protection Agency requirements detailed in 40 CFR Part 80, "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994, Federal Register. In part, these regulations mandate that RFG must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs) versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that RFG must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals). This fuel is not intended for use in the U.S.; therefore, it **shall not** contain any deposit control additives or detergents as otherwise required by the above regulations.

(b) **OCTANE RATING.** The Anti-Knock Index (AKI) shall be 87 minimum for regular, 89 minimum for midgrade, and 91 minimum for premium.

(c) **VOLATILITY CLASS.** The volatility class shall A-1 for Conventional Gasoline (Non-RFG) and AA-1 for RFG.

(d) **ADDITIVE REQUIREMENTS.** Additives and additive concentration shall be specified below. Application for approval of additives not listed below should be made to DESC-BP.

(1) OXYGENATE.

(i) If an oxygenate is required (per (a) above), the oxygenate shall be methyl tertiary-butyl ether (MTBE). Reformulated gasoline shall not contain ethanol or methanol. Ethanol or methanol is unacceptable long-term storage application.

(ii) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

C16.18-17 CONT'D.

(2) **OXIDATION INHIBITOR.** The gasoline shall contain the oxidation inhibitor AO-22 (marketed by OCTEL America of Newark, DE) at a level of 15 pounds of active ingredient per 1000 barrels of gasoline.

(3) **METAL DEACTIVATOR.** The gasoline shall contain the metal deactivator DMD-2 (marketed by OCTEL America of Newark, DE) at a level of 3 pounds of active ingredient per 1000 barrels of gasoline.

(4) **CORROSION INHIBITORS.** An approved corrosion inhibitor may be added. Any corrosion inhibitor used shall be a product that is qualified under MIL-I-25017. The quantity added shall not exceed the maximum approved in the qualified products list (QPL-25017).

(e) **OXIDATION STABILITY.** The induction period before onset of product degradation as measured by the ASTM D 525 oxidation stability test shall be 480 minutes minimum.

(f) **WATER INTOLERANCE.** The maximum temperature for phase separation as determined by the water tolerance test (ASTM D 4814, Annex A1) shall be 10°C.

THE FOLLOWING CLAUSE APPLIES TO DELIVERIES OF MUM TO MPS VESSELS IN CONUS BY BARGE.**E1.10 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC JAN 1997)****(a) QUALITY CONTROL PLAN.**

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government, incorporating the requirements of--

(i) **Q91 (ISO9001)** Quality Systems - Model for Quality Assurance in Design/Development, Production Installation, and Servicing; or

(ii) **Q92 (ISO9002)** Quality Systems - Model for Quality Assurance in Production and Installation.

The QCP shall be established prior to commencement of production service. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs.

(3) The QCP shall include an identification of key operational positions and a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points.

(4) In addition to requirements for Q91/Q92 described above, the QCP shall address--

(i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;

(ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product and procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of nonaviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP shall provide for establishing blend ratios and shall identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios;

E1.10 CONT'D.

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/ containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, Sampling of Petroleum and Petroleum Products, and/or Section 2, Automatic Sampling of Petroleum and Petroleum Products.

NOTE: For tankers, barges, and pipelines, a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, will be required at the custody transfer point after October 1, 1997. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

(iv) **TESTING.** All tests will be in accordance with ASTM test methods identified in the product specification. See Table III, Definition of Test Series, below;

(v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation, as appropriate; and a program for meters used to determine quantity complying with the API MPMS, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API, or IP publications, the applicable manufacturer's recommended calibration method or methods outlined in the applicable industry publication shall be used if acceptable to the Government;

(vi) **LOADING AND SHIPPING, GENERAL.** For in-line blending of nonaviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause; and

(vii) **LOADING AND SHIPPING - TANKERS AND BARGES.**

(A) **For f.o.b. destination Contractor-supplied tankers/barges** Procedures to be used to ensure vessels are suitable to load the intended product.

(B) **For f.o.b. origin Government-supplied tanker/barges**

(a) Procedures for maintaining a time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel.

(b) Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading.

(c) Procedures for preload discussion between Contractor, vessel, and Quality Representative (QR) to include, but not be limited to, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. All cargo quantities will be calculated and volume corrected both before and after loading.

(d) Procedures for commencement of loading into one tank up to 3 feet, switching to at most two other vessel tanks, during sample analysis (sampling and testing) to confirm product integrity into first tank. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary.

(e) Procedures for after-loading sampling, testing, determination of quantity, and preparation of all paperwork.

(f) Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if variance is ± 0.5 percent or figures are suspect) on loaded conveyance.

(C) **For both f.o.b. origin and f.o.b. destination supplied tankers/barges**

(a) Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted.

E1.10 CONT'D.

(b) Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. **Authority to release a Government furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.**

(vii) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending records, vessel port logs, vessel notice of readiness, DD Forms 250 and 250-1 (the DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR), and calibration documents, and will include by whom, where, and how prepared, and retention information. **For gasoline deliveries to MPS vessels, the DD 250-1 will not only cite test characteristics, minimum requirements, and test results, but also additives used, identified by type/name, and quantity added.**

(viii) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.).

(5) The QCP shall identify an individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(6) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(7) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government-furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions of the SHIPMENT AND ROUTING clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five 1-gallon samples of liquid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.

(g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

E1.10 CONT'D

TABLE I
MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

| LOCATION | WHEN SAMPLED | TYPE OF SAMPLE | TYPE OF TEST (TEST SERIES) |
|--|--|--|---------------------------------------|
| 1. Refinery/Terminal Shipping Tank | Each Batch Prior to Acceptance | All Level or Single Tank Composite | A (2) |
| 2. Shipping Line: Dedicated Line Common Line | Prior to Loading | Line (Static) | C B |
| 3. Custody Transfer Point | Immediately After Start of Shipment | Line | C |
| 4. Tanker/Barge/Pipeline Custody Transfer Point | During Loading/Shipment | Representative Sample See Note, para. E1.a.(iii) Flow proportional sample required after Oct. 1, 1997 | Retain Only |
| 5. Tanker/Barge/Pipeline Custody Transfer Point | Hourly | Line | Visual |
| 6. Tanker/Barge First-In | 1 Hour After Start of Loading | Spot | C |
| 7. Tanker/Barge | After Loading | Each Compartment | C |
| 8. Tanker/Barge | After Loading | Multi-Tank Composite of Each Product Loaded | B (3) |

NOTES FOR TABLE I:

(1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.

(2) AFTER A TYPE "C" TEST ON AN UPPER, MIDDLE, OR LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT.

(3) TYPE "A" TESTS REQUIRED WHEN IN-LINE BLENDING IS USED.

E1.10 CONT'D.

TABLE II
SAMPLE RETENTION

| TYPE OF SAMPLE | MINIMUM QUANTITY | RETENTION PERIOD |
|--|-------------------------|---|
| Bulk Additives | 2 Liters | Until Receipt and Quality Verification of New Lot/Batch |
| Drummed Additives | 1 Liter | When Stocks Exhausted |
| Shipping Tank(s) | 10 Liters | 45 Days |
| Composite Line (Tanker/Barge) | 10 Liters | 45 Days |
| Tanker/Barge Composite | 10 Liters | 45 Days |
| Tanker/Barge Composite Each Compartment | 0.5 Liter | 45 Days |

TABLE III
DEFINITIONS OF TEST SERIES

TYPES B & C: As shown in the table below for each product group.

| | MOGAS | |
|---|--------------|----------|
| TEST PROPERTIES | B | C |
| Appearance | * | * |
| Color | * | * |
| Density/API Gravity Specific Gravity | * | * |
| Distillation | * | |
| Corrosion, Copper Strip | * | |
| Existent Gum | * | |
| Reid Vapor Pressure | * | |

THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

E5 CONT'D.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E14.02 INSPECTION AND ACCEPTANCE (BULK/SPR) (DESC MAR 1996)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. Acceptance occurs when the authorized Government Representative signs the Material Inspection and Receiving Report (DD Form 250 series). The office responsible for inspection, on behalf of the Government, shall be as follows:

| <u>ITEM(S)</u> | <u>SOURCE OF PRODUCT AND/OR SHIPPING POINT</u> | <u>INSPECTOR(S)</u> |
|----------------|--|---------------------|
|----------------|--|---------------------|

(DESC 52.246-9F06)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

THE FOLLOWING CLAUSE, WHEN USED IN POSTS, CAMPS, AND STATIONS CONUS AND ALASKA SOLICITATIONS, APPLIES ONLY TO PRODUCT DELIVERED BY BARGE.

E40 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(DFARS 252.246-7000)

E40.05 MATERIAL INSPECTION AND RECEIVING REPORT (DESC JAN 1998)

- (a) One copy of the documents and reports listed below shall be mailed to--

ATTN DESC-BPE(LR), ROOM 2954
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J. KINGMAN ROAD, SUITE 4950
 FORT BELVOIR VA 22060-6222

(b) Laboratory reports shall be in the Standard Report Format given in Attachment **1** for the Standardized Format for Use in Preparation of Product Test Reports. A laboratory report will represent the total quantity of product shipped from that batch in the shipping tank. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

(1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1 for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipment tank and clearly indicate the quantity of product drawn from each tank. Laboratory results can either be on the DD Form 250-1 or included as separate attachments. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Quantity on laboratory report should represent total volume delivered to the U.S. Government from that source tank and not the tank capacity. Insure test methods or test codes as defined in the Attachment are specified on the test report.

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1996)

(a) For deliveries when temperature compensating meters are used to determine quantity, the shipping document shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, subparagraph (b), the shipping document shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) For all other deliveries, the shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC SEP 1998)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis (except for items to be used as ships' bunkers), the quantity shall be determined (at the Government's option) on the basis of receiving shore tank measurements.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **F.O.B. VESSEL.**

(A) On items requiring delivery f.o.b. vessel by barge for ships' bunkers or for Maritime Prepositioning Ships (MPS), the quantity received will be determined (at the Contractor's option) on the basis of--

- (a) Origin shore tank measurements; or
- (b) By calibrated meter, if the Contractor's facilities are so equipped.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(C) When the vessel is unable to receive any or all of the delivery, the Contractor must immediately notify the DESC Contracting Officer of the circumstances and provide documentation to substantiate the quantity and location where excess product has been off-loaded. The Government will have the right to have a representative present to verify these off-load figures.

(2) **DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded; or
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined by one of the following methods:

(A) The Contractor shall provide delivery equipment that enables the receiving activity and the Contractor to determine quantity at destination in the delivery conveyance by one of the following:

- (a) Calibrated meter (in areas where environmental restrictions prohibit the opening of dome hatches prior to, during, or after off-loading, calibrated meter must be used); or
- (b) Certified capacity tables. The tables must be made available at the time of delivery; or
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities.

F1.09-2 CONT'D.

(B) If one of the methods in (A) above is not specified in the contract narrative for deliveries by transport truck or truck and trailer, the Contractor may use the net quantity determined at the loading point by a calibrated loading rack meter. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter. The Government reserves the right to determine the quantity received in gallons at 60 degrees Fahrenheit (or liters at 15 degrees Centigrade) at time of delivery by any valid means available.

(C) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **WATER BOTTOMS.**

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION.** Volume correction to gallons at 60 degrees Fahrenheit (or liters at 15 degrees Centigrade) is required for--

(1) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(2) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API Manual of Petroleum Measurement Standards Chapter 7, Method of Measuring the Temperature of Petroleum Products (API 2543/ASTM D 1086). In areas where the metric system is used, an equivalent type Centigrade thermometer may be used.

(2) API Manual of Petroleum Measurement Standards Chapter 9, Section 1, Density Determination (ASTM D 1298).

(3) API Manual of Petroleum Standards Chapter 3, Method of Gauging Petroleum Products (API 2545/ASTM D 1085). A water indicating paste (Testmaster, manufactured by Steward Hall Chemical Corp., 222 Washington St., Mount Vernon, NY 10553, or equivalent) capable of providing a reliable sharp color change in water bottoms containing 50% fuel system icing inhibitor (either Ethylene Glycol Monomethyl Ether or Diethylene Glycol Monomethyl Ether as applicable) shall be used for obtaining water cuts in aviation turbine fuels.

(4) API Manual of Petroleum Measurement Standards Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200). Either the printed version or the computer subroutine version of the standard may be used.

- (i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).
- (ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).
- (iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).

F1.09-2 CONT'D.

(iv) Volume XII, Table 52, shall be used to convert cubic meters at 15 degrees Centigrade to barrels of 60 degrees Fahrenheit, except when this method is restricted by foreign law. Convert liters at 15 degrees Centigrade to cubic meters at 15 degrees Centigrade by dividing by 1,000. Convert gallons at 60 degrees Fahrenheit to barrels at 60 degrees Fahrenheit by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(v) If the original measurement is by weight, using calibrated scales, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.

(vi) For other than crude oils, lubricating oils, fuels, and fuel oils, volume correction shall be made in accordance with the product specification or as stated elsewhere in the solicitation.

(5) API Manual of Petroleum Measurement Standards Chapter 4, Proving Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(d) **UNITS OF QUANTITY.**

(1) Depending upon the unit shown in the Schedule, the unit of quantity, as used in this contract, shall be--

- (i) The barrel of 42 U.S. gallons;
 - (ii) The U.S. gallon of 231 cubic inches;
 - (iii) The long ton of 2,240 pounds;
 - (iv) The pound of 16 ounces;
 - (v) The metric ton of 2,204.6 pounds;
 - (vi) The imperial gallon of 277.42 cubic inches; and
 - (vii) The liter of 61.026 cubic inches.
- (2) Unless otherwise specified in the contract, a reference to gallons shall mean U.S. gallons.

F4 DELIVERY AND ORDERING PERIODS (DFSC AUG 1976)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering Period Begins: Date of Award and Ends: **January 31, 2002.**

(2) Delivery Period Begins: Date of Award and Ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

F16.01-1 BARGE UNLOADING CONDITIONS (MPS) (DESC SEP 1998)

(a) On items calling for delivery f.o.b. destination by means of barge--

(1) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 15 days, plus the normal barge running time from point of loading to the destination in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(2) Within 3 hours after receipt of notice by the receiving activity from the Master or Mate of a tug or of a self-propelled barge of readiness to unload, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive notice of a barge's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(3) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (2) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or

(ii) Immediately upon the barge's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.

(4) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by paragraph (3) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (ii) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.

(5) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, notice of readiness to unload will be again required as provided in (2) above.

(6) For all deliveries, hoses for unloading a barge will be furnished, connected, and disconnected by the Government.

F16.01-1 CONT'D.

(7) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(8) The term **barge**, as used herein, shall include lake tankers.

(b) **BARGE FREE TIME AND DEMURRAGE CHARGES FOR DOMESTIC POSTS, CAMPS, AND STATIONS CONTRACTS.**

(1) Unless the offeror indicates otherwise, free time will be unlimited. Free time allowed and demurrage rates will not be considered in evaluation of offers for award.

| <u>ITEM</u> | <u>FREE TIME ALLOWED</u> | <u>DEMURRAGE BEYOND FREE TIME</u> | | |
|-------------|--------------------------|-----------------------------------|------------|--------------|
| | | <u>BARGE</u> | <u>TUG</u> | <u>OTHER</u> |

(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the barge carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each Delivery Order.

G3 INVOICE NUMBERING REQUIREMENTS (DFSC DEC 1994)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. For invoices submitted under the ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT clause, invoice numbers are limited to five characters.

(FAR 52.211-16)

G3.01 PAYMENT DUE DATE (DFSC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

G9.10 PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998)**(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) or (b) of this clause. As used in this clause, the term **EFT** refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either (i) accept payment by check or some other mutually agreeable method of payment, or (ii) request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (a) of this clause).

(b) **ALTERNATIVE CONTRACTOR CERTIFICATION.** If the Contractor certifies in writing, as part of its registration with the Central Contractor Registration (CCR) database, that it does not have an account with a financial institution and does not have an authorized payment agent, payment shall be made by check to the remittance address contained in the CCR database. All Contractor certifications will expire on January 1, 1999.

(c) **CONTRACTOR'S EFT INFORMATION.** Except as provided in paragraph (b) of this clause, the Government shall make payment to the Contractor using the EFT information contained in the CCR database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(d) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either an Automated Clearing House subject to the banking laws of the United States or the Federal Reserve Wire Transfer System.

(e) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect and the Contractor has not certified under paragraph (b) of this clause, the Government need not make payment to the Contractor under this contract until correct EFT information or certification is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(f) **CONTRACTOR EFT ARRANGEMENTS.** If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address or EFT information set) in the CCR database and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(g) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor's EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (e) of this clause shall apply.

(h) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

G9.10 CONT'D.

(i) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment that the assignee register in the CCR database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(k) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) of delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Contractor has certified in accordance with paragraph (b) of this clause or if the Government otherwise makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(DFARS 252.232-7009)

G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DFSC APR 1996) (REV)**NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS.****(a) SUBMISSION OF ELECTRONIC INVOICES.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH. Instructions for submission of invoices for all other DoD items and all Federal Civilian items can be found in the SUBMISSION OF INVOICES FOR PAYMENT or SUBMISSION OF INVOICES BY FACSIMILE clause of this contract.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices.

(b) INVOICING OF ORDERS.

(1) **ADDRESS.** PAYING OFFICE FOR ORDERS PLACED BY THE DESC OR ITS DESIGNEE AS SHOWN ON SOURCE IDENTIFICATION AND ORDERING AUTHORITY (SIOATH) FORMS:

Electronic invoices for items paid for with DLA/DESC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.

G150.03 CONT'D.

(c) **CERTIFICATION OF RECEIPT.** The Contractor will prepare the Material Inspection and Receiving Report (MIRR), if applicable, in accordance with the CONTRACTOR INSPECTION RESPONSIBILITIES clause.

(1) **FOR F.O.B. DESTINATION DELIVERIES.** The Quality Representative (QR) or authorized receiving activity personnel will certify the MIRR and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative as indicated in the SIOATH will certify and distribute the receiving documents. One of the copies of the MIRR submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE"**.

(2) **FOR F.O.B. ORIGIN DELIVERIES.** The QR will certify the MIRR and provide the Contractor with one original copy. This copy must contain the signature of the QR and will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE"**. The Contractor will maintain this hard copy for a period of seven years after final payment under this contract and shall make said document available for inspection by the Government if requested.

(d) **INSTRUCTIONS FOR SUBMISSION OF ORDERS BY DoD.** For each hard copy order submitted to the Contractor, the Government Ordering Officer shall transmit a facsimile of the order to the following:

(1) DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-CO-SFFB
P.O. BOX 182317
COLUMBUS, OH 43218-6250

(2) Contractor's address.

(e) **PAYMENT.** Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(f) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Detention costs are allowable only on tank truck deliveries. Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

G150.06.100 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DFSC SEP 1998)

NOTE 1: **FOR FACSIMILE INVOICING,** see the SUBMISSION OF INVOICES BY FACSIMILE clause.

NOTE 2: See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **INVOICING OF ORDERS PLACED BY ARMY, NAVY (including Marines), AND OTHER DoD ACTIVITIES** (except Air Force, Alaska, Hawaii, and standby requirements):

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

G150.06.100 CONT'D.**FOR GROUND FUELS (PC&S):**

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
 STOCK FUND DIRECTORATE
 FUELS ACCOUNTING AND PAYMENTS DIVISION
 ATTN: DFAS-CO-SFFP
 P.O. BOX 182317
 COLUMBUS, OH 43218-6252

FOR COOL BARGE:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
 STOCK FUND DIRECTORATE
 FUELS ACCOUNTING AND PAYMENTS DIVISION
 ATTN: DFAS-CO-SFFB
 P.O. BOX 182317
 COLUMBUS, OH 43218-6250

(2) CERTIFICATION OF RECEIPT.

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (B) DD Form 1155, Order for Supplies or Services; or
- (C) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) PC&S DELIVERIES.**(A) Overbillings--**

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

- (iv) The receiving activity will transmit three paying copies of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) SUBMISSION OF INVOICES.

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(ii) Invoices submitted for payment shall be submitted in quadruplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and three copies clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

G150.06.100 CONT'D.**(iii) COURIER DELIVERY OF INVOICES.**

(A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE
FUELS ACCOUNTING AND PAYMENTS
DFAS-CO-SFF
4280 EAST FIFTH AVE, BLDG. 6
COLUMBUS, OH 43219

(B) Invoices submitted by courier to the above address will be handled in a timely manner.

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES**, including standby requirements, Air Force and Federal Civil Agency items, and Alaska and Hawaii Army and Navy (including Marines) items.

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES.** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Such activities will also indicate the procedures for processing tax exemption certificates.

(c) INVOICING DETENTION/DEMURRAGE COSTS.

(1) **DETENTION COSTS.** Detention costs, allowable only on tank truck deliveries, not on tank wagon deliveries, will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND, PA 17070-5008

(2) **DEMURRAGE COSTS..** Demurrage costs for barge deliveries will be the sole responsibility of the activity incurring them. Invoices for demurrage costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the demurrage cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND, PA 17070-5008

G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DFSC AUG 1995)

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity.

G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DFSC APR 1997)

NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS: This clause applies only to items for Army, Navy (including Marines), and other DoD activities (except Air Force, Alaska, Hawaii, GOCO, and standby requirements).

NOTE 2: See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-SF cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-SF) at (800) 453-5014. If local (Columbus Metro Area), the Customer Service number is (614) 693-4994. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-CO-SF FAX number is (614) 693-0670.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-SF specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (a) The DD Form 250, Material Inspection and Receiving Report; or
- (b) The SF 1449, Solicitation/Contract/Order for Commercial Items; or
- (c) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FIL, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the DD Form 250 or SF 1449 will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the DD Form 250 or SF 1449 will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

G150.11 CONT'D.**(6) F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries—

(A) The Contractor shall also FAX a copy of the applicable receiving report to DFAS-CO-SFFP for BULK FUELS AND ALL OTHER COOL BARGE DELIVERIES. The receiving report shall be transmitted no later than three days after each delivery;

(B) The Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

(A) DD Form 250 (Material Inspection and Receiving Report); or

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE.”**

(c) INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.

(1) (**NOTE:** Detention costs are **not** allowable on tank wagon deliveries.) Since detention and demurrage costs are the sole responsibility of the activity incurring them, the Contractor shall FAX detention/demurrage cost invoices directly to the activity where the costs were incurred.

(2) **FOR COOL BARGE.** Claims for detention/demurrage shall be forwarded to the DESC Contracting Officer's Technical Representative no later than 120 days after the completion of discharging hereunder, failing which, the Government shall be discharged from any and all liability in respect thereto.

(DFSC 52.232-9F07)

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

II.07 CONT'D.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://ccr.edi.disa.mil>.

(DFARS 252.204-7004)

II.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

II.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DFSC FEB 1996)

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--

(1) Any single order or any group of orders terminated together;

(2) Any item or group of items terminated together; or

(3) The entire contract.

I27 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

(a) As used in this clause--

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

All applicable Federal, State, and local taxes and duties means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F02)

**I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE
(DESC JUL 1998)**

(a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

(1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

| <u>FET PER GALLON</u> | <u>PERCENTAGE OF ALCOHOL</u> |
|-----------------------|-----------------------------------|
| \$0.184 | 0.0% up to but not including 5.7% |
| \$0.1532 | 5.7% up to but not including 7.7% |
| \$0.1424 | 7.7% up to but not including 10% |
| \$0.130 | 10% and above |

(2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.

(3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.

A Contractor authorized by IRS to sell fuel tax free should not invoice the FET on sales to the National Guard or on sales of jet fuel for military aircraft, aviation gasoline for military aircraft, motor gasoline used off-highway, and gasohol used off-highway. The ordering officer should be contacted for information on amounts of fuel used off-highway.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

I28.02-2 CONT'D.

(g) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(h) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F04)

I28.03-2 TAX EXEMPTION CERTIFICATES (DFSC AUG 1995)

(a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates.

(b) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (b) will be issued by the Ordering Officer.

(DFSC 52.229-9F10)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

THE FOLLOWING CLAUSE APPLIES TO UNRESTRICTED ITEMS ONLY AND, IF APPLICABLE, ANY TOTAL SET-ASIDE ITEMS.

I84 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after January 31, 2002.

(FAR 52.216-21)

I174.01 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (DFSC MAY 1997)

(a) To be eligible for the evaluation preference on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may not be furnished as a result of an exchange agreement with a large business.

(b) All SDBs expecting to receive the evaluation preference as described in the NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a preference. If circumstances are such that, during the terms of this contract, a committed small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer who must approve the new small business supplier before operations with the new firm commence.

(c) In order to be eligible for the evaluation preference, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with an evaluation preference:

- (1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);
- (2) Refinery point of contacts;
- (3) Name(s) and address(es) of the filling point(s) (if different from the refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(d) All other evaluation factors described in this solicitation will apply.

(DFSC 52.219-9F02)

I179 ALLOCATION (DFSC JUL 1995)

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

- (1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;
- (2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and
- (3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

- (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
- (3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

- (1) The law, regulation, or order, furnishing copies of the same;
- (2) The authority under which it is imposed; and
- (3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Fuel Supply Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DFSC 52.249-9F01)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DFSC MAY 1978)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DFSC 52.223-9F05)

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DFSC MAR 1996)

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through January 31, 2002. If this document contains DoD partial small business set-aside items in the Schedule, the evaluation preference described in the following clause is not applicable to the non-set-aside portion of those DoD items, or to the unreserved portion of items partially reserved for contracting with the SBA under the 8(a) program. (The evaluation preference never applies to any items paid for by Federal Civil Agencies.)

I237.03 NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (APR 1994)

(a) DEFINITIONS.

(1) **Historically black colleges and universities**, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before 14 November 1986.

(2) **Minority institutions**, as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(3) **Small disadvantaged business concern**, as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

(4) **United States**, as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) EVALUATION PREFERENCE.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns, which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;

(iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The 10 percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the 10 percent factor. The 10 percent factor will not be applied if using the preference would cause the contract award to be made at a price that exceeds the fair market price by more than 10 percent.

(c) **WAIVER OF EVALUATION PREFERENCE.** A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the 10 percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers that waive the preference.

[] Offeror elects to waive the preference.

I237.03 CONT'D.**(d) AGREEMENTS.**

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by **small business concerns**, historically black colleges or universities, or minority institutions in the United States.

(3) Upon request, a historically black college or university, or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

(DFARS 252.219-7006/ALT I)

ATTACHMENT 1**STANDARDIZED FORMAT FOR USE IN THE
PREPARATION OF PRODUCT TEST REPORTS****GENERAL INSTRUCTIONS**

AUG 1998

These instructions are designed for use as a guide in preparing/formatting test reports in a consistent manner. Computer generated or typed reports are acceptable; however, there should be no handwritten entries. This restriction will facilitate scanning or imaging. A Standardized Test report format is provided at Figure I and includes all tests approved by product specification for refined products including non-aviation fuels. If a test code does not appear for a specification or contract approved method, contact the Defense Energy Support Center (DESC) at commercial (703) 767-8356. This standard report format will be incorporated into future Electronic Data Interchange (EDI) transmission of test result data.

The ASTM Aviation Turbine Fuel Report Form found in ASTM Method D-1655 was used as a template for the expanded “generic” standard test report form for other refined products. The codes containing an alpha character indicate alternative methods used to measure a property or characteristic. A numeric change of “1” unit indicates one or more measurements, ratings or test conditions which can be reported for a particular method. All measurements are in metric units, except for the API gravity at 60°F.

The use of this code provides flexibility in adding or deleting test methods while not affecting other existing methods and eliminating the need for additional programming. For example, an ASTM method may have an equivalent ISO or other method. If the ASTM test method number is used as a reference, the ISO equivalent may be lost unless new programming is established to make it a choice. With the code, the equivalency will continue without any additional programming. Another example is adding a new test method for Freezing Point. There are currently 3 methods (300A-C) for measuring the characteristic of freezing point. The new method would be assigned the code “300D” and would be available immediately as an alternative method for determination of freezing point while retaining the old methods without having to do much re-programming.

Each test report should be tailored to include only those rows of information that are applicable to the specific product being tested and the methods used to evaluate each property. Select only those methods authorized by the product specification unless otherwise stated in the contract. The code used should be limited to the actual test method used for a particular analysis. If an analysis is performed which is not cited by the specification, report the result, units and method used at the bottom of the report.

DETAILED INSTRUCTIONS FOR THE STANDARD TEST REPORT FORMAT (FIGURE 1)

Items 2-8: Do not include the underline mark as space holders.

Item 2C: Only the two position state code should be reported for USA locations.

Item 6A: Record the basic slate of crudes from which this product is derived.

Item 6B: Annotate with the refining process(es) used in the production of this product (e.g., Atmospheric Distillation; Mild Hydrogenation, Hydrocracking, etc)

Item 8: Report the quantity in US Gallons shipped from the above batch in the above tank. This entry should be represent the entire quantity of fuel shipped from that tank, summed over the number of liftings from that tank.

ATTACHMENT 1 CONT'D

Item 601,602 and 603: The JFTOT test, although done using one ASTM test method, can be performed at different temperatures. The specifications all cite 260°C, with options for other temperatures. If the temperature of the test is 260°C, then report the “B” series of 601-603. If an alternate is used, then report the “A” series of 601-604, with item 604A reporting the alternative temperature.

Item 750: Use this item to report the result of the Water Separometer Index - Modified (WSIM) which contains the contractually agreed to additives required to be present for this test.

Item 751: This code for this item describes what additives were present in the fuel sample tested for WSIM and for which the result was reported in Item 750. Each code value represents a combination of the five additives possible in jet fuel. The codes and corresponding combinations are found in Table A below.

Item 750X: This item is used to report the special hand blend of all additives which are required by the fuel specification, regardless of whether or not the additives are required by contract. These additives include anti-oxidant, corrosion inhibitor, fuel system icing inhibitor, static dissipater additive and, if permitted by contract, metal deactivator. The result for this special test is a report only and is used as a base line in determining if the time and/or place of additive injection affects fuel quality. Use this item only if required by the contract. This reporting requirement is in addition to other reporting requirements for WSIM.

Item 800: For Antioxidants, the 800-series codes refer to formulation. The formulations are defined in Jet Fuel specifications for JP4, JP5 and JP8. Provide code for formula in 800 and enter the brand name as code 801.

Items 802, 811, 821, 831 and 841: These codes indicate when an additive was injected during the procurement process. It is a one-character field and is “S” if the additive was put blended into the shipping tank, is “I” if the additive was line injected, or blank if the additive was not blended at the refinery or terminal location.

Table A

| <u>Code</u> | <u>Additives</u> | <u>Code</u> | <u>Additives</u> | <u>Code</u> | <u>Additives</u> | <u>Code</u> | <u>Additives</u> | <u>Code</u> | <u>Additives</u> |
|-------------|------------------|-------------|------------------|-------------|------------------|-------------|------------------|-------------|--------------------|
| 01 | Neat | 07 | AO/CI | 13 | CI/MDA | 19 | AO/CI/MDA | 25 | FSII/SDA/MDA |
| 02 | AO | 08 | AO/FSII | 14 | FSII/SDA | 20 | AO/FSII/MDA | 26 | AO/CI/FSII/SDA |
| 03 | CI | 09 | AO/SDA | 15 | FSII/MDA | 21 | AO/FSII/SDA | 27 | AO/FSII/SDA/MDA |
| 04 | FSII | 10 | AO/MDA | 16 | MDA/SDA | 22 | AO/SDA/MDA | 28 | CI/FSII/SDA/MDA |
| 05 | SDA | 11 | CI/FSII | 17 | AO/CI/FSII | 23 | CI/FSII/SDA | 29 | AO/CI/FSII/SDA/MDA |
| 06 | MDA | 12 | CI/SDA | 18 | AO/CI/SDA | 24 | CI/FSII/MDA | | |

ATTACHMENT 1 CONT'D**FIGURE I - STANDARD TEST REPORT FORMAT**

1 REPORT DATE: (MM/DD/YY) _____
 2A CONTRACTOR: _____
 2B REFINERY CITY: _____
 2C STATE/COUNTRY: _____
 3A CONTRACT NUMBER: (SPO600-YY-D-NNNN) _____
 3B CONTRACT LINE ITEM NUMBER: _____
 4A TANK NUMBER: _____
 4B BATCH NUMBER: _____
 4C SAMPLE NUMBER: _____
 5 PRODUCT: _____
 6A CRUDE OIL SOURCE: _____
 6B CRUDE PROCESSING TECHNIQUE: _____
 7 SHIPPED TO: _____
 8 QUANTITY SHIPPED TO DESC: _____ USG

APPEARANCE

| Code | Method | Test | Unit | Code | Method | Test | Unit |
|------|--------|------------------------|-----------|------|--------|---------------------|-----------|
| 010A | D-156 | Saybolt Color | 1-Color | 030 | D-1500 | ASTM Color | 0.5-Color |
| 010B | D-6045 | Saybolt Color, Tristim | 1-Color | 030B | D-6045 | ASTM Color, Tristim | 0.5-Color |
| 020 | D-4176 | Visual appearance | Pass/Fail | | | | |

COMPOSITION

| Code | Method | Test | Unit | Code | Method | Test | Unit |
|------|----------|-----------------------------|-----------|------|-----------|---------------------------|--------|
| 100A | D-664 | Total Acid Number - Potent. | mg KOH/g | 160A | D-3343 | Hydrogen Content | mass % |
| 100B | D-974 | Acid Number - Color Titrat. | mg KOH/g | 160B | D-3701 | Hydrogen Content - NMR | mass % |
| 100C | D-3242 | Acidity in Aviation Fuels | mg KOH/g | 160C | D-4808 | Hydrogen Cont LoRes NMR | mass % |
| 100D | D-3339 | Acid Number, Semi-Micro | mg KOH/g | | | | |
| 101 | IP-182 | Inorganic Acid Number | mg KOH/g | 170A | D-3237 | Lead in Gasoline by AA | g/L |
| 102 | FTM-5101 | Neutrality | Method | 170B | D-3341 | Lead in Gasoline by ICI | g/L |
| | | | | 170C | D-5059 | Lead in Gasoline by X-Ray | g/L |
| 110 | D-1319 | Aromatics | vol% | | | | |
| 115 | D-1319 | Olefins | vol% | 180 | D-4815 | Ethers and Alcohols by GC | mass % |
| 120 | D-1840 | Naphthalene | vol% | 190 | D-3605 | Trace Metals - Calcium | mg/L |
| 125 | D-4420 | Benzene | vol% | 191 | D-3605 | Trace Metals - Lead | mg/L |
| | | | | 192 | D-3605 | Trace Metals - Na & K | mg/L |
| 130 | D-3227 | Mercaptan Sulfur | mass % | 193A | D-3605 | Trace Metals - Vanadium | mg/L |
| 140 | D-4952 | Doctor Test | Pass/Fail | 193B | ISO124597 | Trace Metals - Vanadium | mg/L |
| | | | | 195 | D-3703 | Peroxide Content | mg/kg |
| 150A | D-129 | Sulfur by Oxygen Bomb | mass % | | | | |
| 150B | D-1266 | Sulfur by Lamp | mass % | | | | |
| 150C | D-1552 | Sulfur - Furnace | mass % | | | | |
| 150D | D-2622 | Sulfur by X-Ray Spec | mass % | | | | |
| 150E | D-3120 | Trace Sulfur | ppm | | | | |
| 150F | D-4294 | Sulfur by X-Ray Flour | mass % | | | | |
| 150G | D-5453 | Sulfur by UV | ppm | | | | |

ATTACHMENT 1 CONT'D**VOLATILITY**

| Code | Method | Test | Unit | Code | Method | Test | Unit |
|-------------|---------------|-----------------------------|-------------|-------------|---------------|------------------------------|-------------|
| 200A | D-86 | Distillation by Auto/Manual | | 220A | D-56 | Flash Point - Tag | °C |
| 200B | D-2887 | Distillation by GC | | 220B | D-93 | Flash Point - P/M | °C |
| 201 | | Initial Boiling Point | °C | 220C | D-3828 | Flash Point - Seta, Method A | °C |
| 202 | | 10% Recovered | °C | 220D | D-3828 | Flash Point - Seta, Method B | °C |
| 203 | | 20% Recovered | °C | 220E | IP-170 | Flash Point - Abel | °C |
| 204 | | 50% Recovered | °C | 221 | D-3828 | Flash Point - Seta Pass/Fail | Pass/Fail |
| 205 | | 85% Recovered | °C | | | | |
| 206 | | 90% Recovered | °C | 230A | D-1298 | Density @ 15°C -Hydrom | kg\L |
| 207 | | 95% Recovered | °C | 230B | D-4052 | Density @ 15°C - Digital | kg\L |
| 208 | | Evaporated @ 70°C | vol% | 231A | D-1298 | API Gravity @ 60°F | °API |
| 209 | | Evaporated @ 100°C | vol% | 231C | D-287 | API Gravity @ 60°F | °API |
| 210 | | Evaporated @ 180°C | vol% | 240A | D-323 | RVP | kPa |
| 211 | | Final Boiling Point | °C | 240B | D-4953 | Vapor Press - Dry Meth | kPa |
| 212 | | % Recovered | vol% | 240C | D-5190 | Vapor Press - Automatic | kPa |
| 213 | | % Residue | vol% | 240D | D-5191 | Vapor Press - Mini Meth | kPa |
| 214 | | % Loss | vol% | 240E | D-5482 | Vapor Press - Mini -Atm | kPa |
| 215 | | % Residue + Loss | vol% | 250A | D-2533 | V/L Ratio - Buret | Unit@°C |
| | | | | 250B | D-5188 | V/L Ratio - Evac Chamb | Unit@°C |
| | | | | 260 | STANAG | 7090 - Vapor Lock Index | |

FLUIDITY

| Code | Method | Test | Unit | Code | Method | Test | Unit |
|-------------|---------------|----------------|-------------|-------------|---------------|-----------------------|-------------|
| 300A | D-2386 | Freezing Point | °C | 310 | D-445 | Viscosity | cSt |
| 300B | D-5901 | Freezing Point | °C | 311 | D-445 | Viscosity Temperature | °C |
| 300C | D-5972 | Freezing Point | °C | 320 | D-2500 | Cloud Point | °C |
| | | | | 330 | D-97 | Pour Point | °C |

COMBUSTION

| Code | Method | Test | Unit | Code | Method | Test | Unit |
|-------------|---------------|------------------------------|-------------|-------------|---------------|------------------------|-------------|
| 400A | D-240 | Neat Heat by Bomb | MJ/kg | 410 | D-1740 | Luminometer Number | Unit |
| 400B | D-1405 | Net Heat (Anal-Grav(°F),S) | MJ/kg | 420 | D-1322 | Smoke Point | mm |
| 400C | D-3338 | Net Heat (Aromat,API,Dist,S) | MJ/kg | 430 | D-482 | Ash Content | mass % |
| 400D | D-4529 | Net Heat (Dens-Anal(°C),S) | MJ/kg | 440A | D-189 | Conradson Carbon Res | mass % |
| 400E | D-4809 | Net Heat by Bomb-Precision | MJ/kg | 440B | D-524 | Ramsbottom Carbon Res | mass % |
| 400F | D-4868 | Net and Gross Heat | MJ/kg | 440C | D-4530 | Carbon Residue - Micro | mass % |

ATTACHMENT 1 CONT'D**CORROSION**

| <u>Code</u> | <u>Method</u> | <u>Test</u> | <u>Unit</u> | <u>Code</u> | <u>Method</u> | <u>Test</u> | <u>Unit</u> |
|--------------------|----------------------|------------------------|--------------------|--------------------|----------------------|------------------------|--------------------|
| 500 | D-130 | Copper Strip Corrosion | Method | 510 | IP-227 | Silver Strip Corrosion | Method |

STABILITY

| <u>Code</u> | <u>Method</u> | <u>Test</u> | <u>Unit</u> | <u>Code</u> | <u>Method</u> | <u>Test</u> | <u>Unit</u> |
|--------------------|----------------------|---------------------------|--------------------|--------------------|----------------------|---|--------------------|
| 601A | D-3241 | Pressure Change @ Other T | mm Hg | 610 | D-525 | Oxidation Stability -Gasoline | minute |
| 602A | D-3241 | Visual Rating @ Other T | Method | 620A | D-2274 | Accelerated Stability | mg/100mL |
| 603A | D-3241 | Spun Rating @ Other T | Method | 620B | D-5304 | Accelerated Stab - O ₂ Opres | mg/100mL |
| 604A | | JFTOT Temperature | °C | | | | |
| 601B | D-3241 | Pressure Change @ 260°C | mm Hg | | | | |
| 602B | D-3241 | Visual Rating @ 260°C | Method | | | | |
| 603B | D-3241 | Spun Rating @ 260°C | Method | | | | |

CONTAMINANTS

| <u>Code</u> | <u>Method</u> | <u>Test</u> | <u>Unit</u> | <u>Code</u> | <u>Method</u> | <u>Test</u> | <u>Unit</u> |
|--------------------|----------------------|------------------------------|--------------------|--------------------|----------------------|-------------------------|--------------------|
| 700 | IP-225 | Copper Content | ppb | 760 | D-4814 | Phase Separation (Haze) | °C |
| 710 | D-381 | Existent Gum | mg/100mL | 761 | D-4814 | Phase Separation (Sep) | °C |
| 711 | D-381 | Washed Gum | mg/100mL | 770 | D-1401 | Demulsification @ 25°C | minutes |
| 720A | D-2276 | Particulate Cont | mg/L | 780A | D-1796 | Water & Sed | vol% |
| 720B | D-5452 | Particulate Cont | mg/L | 780B | D-2709 | Water & Sed | vol% |
| 730 | Annex | Filtration Time | minutes | 781 | D-95 | Water by Distillation | vol% |
| | | | | 782 | D-473 | Sediment by Extraction | mass % |
| 740 | D-1094 | Water Reaction - Interface | Method | 795 | SW-846 | EPA Metals - As | Method |
| 741 | D-1094 | Water Reaction - Separation | Method | 796 | SW-846 | EPA Metals - Cd | Method |
| 742 | D-1094 | Water Reaction - Vol Chng | Method | 797 | SW-846 | EPA Metals - Cr | Method |
| 750 | D-3948 | WSIM | Method | 798 | SW-846 | EPA Metals - Pb | Method |
| 751 | | Additives Present (See Note) | (List A) | 799 | SW-846 | Total Halogens | Method |
| 750X | D-3948 | WSIM - Special (See Note) | Method | | | | |

ATTACHMENT 1 CONT'D**ADDITIVES**

| <u>Code</u> | <u>Additive</u> | <u>Brand/Formula</u> | <u>Unit</u> | <u>Code</u> | <u>Additive</u> | <u>Brand</u> | <u>Unit</u> |
|--------------------|---------------------------|-----------------------------|--------------------|--------------------|--------------------------|---------------------|--------------------|
| 800A | Antioxidant | 2,6-Di-t-Bu-4-MePhenol | mg/L | 840A | Corr Inhibitor | PRI-19 | mg/L |
| 800B | Antioxidant | 6-t-Bu-2,4-diMePhenol | mg/L | 840B | Corr Inhibitor | DCI-4A | mg/L |
| 800C | Antioxidant | 2,6-Di-t-butlyphenol | mg/L | 840C | Corr Inhibitor | DCI-6A | mg/L |
| 800D | Antioxidant | Mixture (75/25) | mg/L | 840D | Corr Inhibitor | HITEC 580 | mg/L |
| 800E | Antioxidant | Mixture (72/28) | mg/L | 840E | Corr Inhibitor | Petrolite NC-351 | mg/L |
| 801 | Additive Injection Point | | (Note) | 840F | Corr Inhibitor | NALCO 5403 | mg/L |
| | | | | 840G | Corr Inhibitor | TOLAD 3220 | mg/L |
| | | | | 840H | Corr Inhibitor | UNICOR J | mg/L |
| | | | | 840I | Corr Inhibitor | IPC-4410 | mg/L |
| 810A | Metal Deactivator (DMD) | | mg/L | 840J | Corr Inhibitor | IPC-4445 | mg/L |
| 810B | Metal Deactivator (DMD-2) | | mg/L | 840K | Corr Inhibitor | MOBILAD F800 | mg/L |
| 811 | Additive Injection Point | | (Note) | 840L | Corr Inhibitor | NALCO 5405 | mg/L |
| | | | | 840M | Corr Inhibitor | NUCHEM PCI-105 | mg/L |
| 820 | Conductivity Improver | | mg/L | 840N | Corr Inhibitor | TOLAD 249 | mg/L |
| 821 | Additive Injection Point | | (Note) | 840O | Corr Inhibitor | WELCHEM 91120 | mg/L |
| | | | | 840P | Corr Inhibitor | SPEC-AID 8021 | mg/L |
| 830A | FSII (D-5006) | | vol% | 840Q | Corr Inhibitor | RPS 613 | mg/L |
| 830B | FSII (FTM-5327) | | vol% | 841 | Additive Injection Point | | (Note) |
| 830C | FSII (FTM-5340) | | vol% | | | | |
| 830D | FSII (FTM-5340) - EGME | | vol% | | | | |
| 831 | Additive Injection Point | | (Note) | | | | |

OTHER TESTS

| <u>Code</u> | <u>Method</u> | <u>Test</u> | <u>Unit</u> | <u>Code</u> | <u>Method</u> | <u>Test</u> | <u>Unit</u> |
|--------------------|----------------------|----------------------------|--------------------|--------------------|----------------------|------------------------|--------------------|
| 900 | D-2624 | Conductivity | pS/m | 920A | D-2699 | Research Octane Number | Method |
| 901 | D-2624 | Temperature at Measurement | °C | 920B | D-2885 | Research Octane Number | Method |
| 910A | D-976 | Calc Cetane Index - 2 Var | Method | 921A | D-2700 | Motor Octane Number | Method |
| 910B | D-4737 | Calc Cetane Index - 4 Var | Method | 921B | D-2885 | Motor Octane Number | Method |
| 911 | D-613 | Cetane Number | Method | 930 | D-611 | Aniline Point | °C |